



United States Environmental Protection Agency  
Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

## **AGREEMENT TO ALLOW ACCESS TO PROPERTY TO CONDUCT A REMOVAL ACTION**

### **F.J. Doyle Salvage Cleanup, Leonard, Fannin County, Texas**

I/We the undersigned, as legal owner (s) of the property described below, knowingly consent and authorize the U.S. Environmental Protection Agency (EPA) and/or its authorized agents, representatives, contractors, and subcontractors to enter the property for the purpose of removing contaminated soils and for the restoration of the property to pre-removal conditions.

The activities to be implemented by EPA under this agreement are pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604. EPA's right of access to the property is provided for in Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), which provides entry for "determining the need for response, or choosing or taking any response action under this title, or otherwise enforcing the provisions of this title".

I/We understand that EPA requests access to enter the property due to elevated levels of hazardous substances on the property. The activities to be conducted on the property may include but not be limited to: sampling soil, sampling/monitoring air, excavating contaminated soils, backfilling excavated areas with clean soils, and restoring property to pre-removal conditions. Photographic and video documentation may be conducted at the property before, during, and after the removal action.

I/We agree not to interfere with any of the activities or equipment as described herein, or to take any actions that would endanger human health, welfare, or the environment, or to allow others to use the property while such cleanup actions are taking place.

### **PROPERTY RESTORATION GUIDELINES OF EPA**

Excavated areas will be backfilled and restored to the approximate existing grade.

**Backfilled areas will be restored to pre-removal conditions only, as agreed to in advance with the property owner (s). EPA is prohibited from making improvements to the property other than those that are inherent to the excavation of contaminated soils, restoration to pre-removal conditions, or to protect the EPA selected remedy.**



Fences, sidewalks, driveways, utilities, etc., if altered, will be restored to pre-removal conditions. Plants, trees, and shrubs, if removed or die as a result of EPA actions, will be replaced with similar and/or as close to similar species with container grown specimens of like size, not to exceed five (5) gallons, from a local nursery of EPA's choice.

I/We understand that EPA will not be responsible or liable for the maintenance or care of the re-grassed areas, or other restoration materials used on the property. This includes watering, fertilizing, insecticide, fungicide, mowing, and any other care required to maintain the restored property.

I/We further understand/authorize EPA and/or its authorized representatives, contractors, subcontractors, or agents to use outdoor water faucets, for the application of water, as necessary, to reduce the potential of airborne soil/dust during the excavation or restoration process.

EPA will use appropriate safety measures while conducting the sampling and removal activities as described above. Removal activities will be in compliance with CERCLA and any other relevant laws and statutes.

#### MISCELLANEOUS PROVISIONS

This Agreement shall not be construed as an admission or assumption of any liability by Grantor(s) for the existence of pollutants, contaminants, or hazardous substances on the below-described property.

I/We as the property owner(s) hereby certify with My/Our signature(s) below that I/We have read and understand the EPA's guidelines for removal and restoration on My/Our property. My/Our written permission is given voluntarily without threats or promises of any kind.

(b) (6)

Signature

Date

09-25-18

(b) (6)

Printed Name

(b) (6)

Phone Number

Property Address (b) (6) Leonard, TX 75452

(b) (6)

Leonard, TX 75452

Mailing Address (if different from property address)